Opening statement of counsel.—*Semble*, where a prisoner is defended by counsel, and the facts of the crime imputed to him are few and simple, although the practice in some such cases has been for counsel to enter at once on the examination of witnesses, without previously stating the case to the jury, an opening address is generally speaking advantageous, and should therefore be made. *Re John Morgan*, 6 Cox, Cr. Cas. 116. (Per Talfourd, J.) *Month. Dig.*

Abstracts of Decisions of the Supreme Court of Pennsylvania, at Pittsburgh, 1853.[1]

Amendment—Damages—Practice.—Where, in assumpsit, the damage is laid at $6,000, and, by reason of interest accruing between the bringing of the action and the trial, the verdict exceeds that amount, the plaintiff may amend in the Supreme Court by increasing the damage laid.—*Miller* vs. *Weeks.*

Attorney at Law—Arbitrament—Appeal.—Where an attorney improperly becomes bail for an appeal from an award of arbitrators, the appeal is not void, and cannot therefore be struck off; but the appellant ought to have a reasonable time after objection made to enter proper bail.—*Short* vs. *Rudolph.*

Bail—Landlord and Tenant.—In a proceeding by a landlord against his tenant to recover the possession for non-payment of rent, the following engagement, entered on the record of the justice and signed by the bail, was declared on as a recognizance, and held good as such: "I become bail absolute in this case, conditioned for the payment of all rents that may accrue, in case that the said judgment shall be affirmed, and also for all rent that has accrued or may accrue up to the time of final judgment."—*Hardy* vs. *Watts.*

Criminal Law—County Commissioner.—When a man is found guilty

[1] We have obtained for the present number, abstracts of a few of the cases decided at the late term of the Supreme Court at Pittsburgh. We expect to be able to make a considerable addition to the list in our next number.—*Eds. Am. Law Reg.*

of a criminal offence, and sentenced to pay a fine, the County Commissioners have no power to take bail for the payment thereof, and discharge him; and the sheriff ought not to obey their order of discharge.—*Schwamble* vs. *The Sheriff.*

Costs—Justice.—In an action of assumpsit for unskilfulness in performing a contract, when the verdict does not exceed $100, the plaintiff is not entitled to costs.—*Lytle* vs. *Morris.*

Executor—Trust.—Where an administrator fails, with funds of the estate in his hands not kept separate from his private funds, the creditors and distributees of the estate have no right to a preference over the individual creditors.—*Cunningham's Estate.*

Evidence—Comparison of Hands.—Proof of signature by comparison merely is not legitimate, and therefore the the testimony of a witness who has no recollection of the handwriting, and can testify only by comparing a signature known to be genuine with the one to be proved, is not admissible.—*O'Connor* vs. *Layton.*

Guardian—Exception to Accounts.—Where one person is guardian of several minors, his settlement of their accounts ought to be entered severally in Court; and even when they are entered as one proceeding, they must be treated as several, and the exceptions filed by one of the wards, and the proceedings thereon cannot affect the account as to the others.—*Wm. Gaston's Appeal.*

Husband and Wife—Slander.—Where husband and wife sue for the slander of the wife, it is a good plea in bar, that the husband had himself communicated to the defendant, the slander complained of.—*Tibbs* vs. *Brown.*

Justice—Jurisdiction.—An action of assumpsit for carelessness in doing work, is within the jurisdiction of a justice of the peace, if the amount claimed do not exceed $100. The case of *Zell* vs. *Arnold*, 2 Pa. R. 292, decides only that if an action for such an injury be in tort, the justice has no jurisdiction.—*Conn.* vs. *Stumm.*

Justice—Former Action.—Where, after a hearing before a justice of the peace, a plaintiff discontinues his suit, this is no bar to a subsequent suit.—*Riddle* vs. *Tidball.*

Lands—Settlement.—If one enters upon vacant land as a settler, claiming 400 acres, and then sells 100 acres thereof, he may afterwards extend his remaining boundaries so as to include another 100 acres in a different

direction, provided he interferes with no other person, and a patent obtained in pursuance of such extension of boundaries, will be good.—*Syphers* vs. *Meighan.*

Mortgage—Execution.—Where four mortgages and bonds on the same property, and payable in different years, were recorded on the same day, and the one first payable was first assigned, and afterwards the others, and then the property was sold at Sheriff's sale for less than the whole amount of the mortgages. *Held,* that each mortgage was entitled to a pro rata dividend.—*Carnahan* vs. *Dyer.*

Partnership—Bill of Exchange.—Where one of several partners draws a bill of exchange in the firm's name, on himself, and accepts it and gets it discounted, it is prima facie for his own use, and the partnership is not liable without evidence that it was for their benefit.—*Cooper* vs. *McCluskan.*

Power—Devise—Mortgage.—A devise that "all my estate real and personal, and everything that belongs to me, shall be given into the hands of my wife for her use and maintenance, as long as she lives, she must not give or sell anything only for her own good and support, and for the good of the place, or mortgage if she needs," was held sufficient to authorize the widow to mortgage in fee for her maintenance, even to the whole value of the land, if necessary, though there was a devise of a remainder in fee to a son.—*Edmonson* vs. *Nichol.*

Practice—Affidavit of Defence.—An affidavit of defence is in time, though a previous insufficient one had been filed and objected to, and the question of its sufficiency argued, but not decided.—*Bloomer* vs. *Reed.*

Practice—Deposition—Error.—The absence of a witness which will justify the reading of his deposition, is a question of fact to be decided by the Court below, and this Court will not reverse for error, except in a very plain case.—*O'Conner* vs. *Layton.*

Practice—Execution—Auditor.—Where a party, without probable cause, raises a dispute as to the distribution of money in court, and occasions the appointment of an auditor, the expenses of the audit ought to be charged to him. *Larimer* vs. *Bridenthal.*

Replevin.—When one mortgages his store of goods as security for an engagement, and then refuses to perform the engagement or deliver possession of the store, replevin will lie. *Boyles* vs. *Rankin.*

Road.—Where a view of a road has been confirmed without fixing the width of the road, the confirmation will be reversed, and the record remitted, in order that the omission may be corrected. *Road in Indiana Township.*

Schools—Contract.—School directors ought to keep a record of all their proceedings; but this is a duty they owe to their constituents, and not to all other persons; and the want of such record does not make void a contract made by them on behalf of the district. *School Directors* vs. *Ray.*

Set-off.—Where several persons are assignees of a debt in different proportions, and are severally sued by the debtor on other claims due by them, each may, in such suit, set off so much of the one assigned debt as is due to him. *Smith* vs. *Myler.*

Sheriff—Surety.—The surety of a sheriff is not released from liability for claims due to the county by the sheriff, by reason of the neglect of the county commissioners to retain other moneys due by the county to the sheriff, when they had opportunity. The county is part of the public, and not chargeable with such neglect of its officers. *Washington Co.* vs. *Marshman's Bail.*

Sheriff—Action for False Return—Damages.—When a sheriff, with a fi. fa. in his hands, refuses to levy upon goods pointed out to him as the defendant's, which are in fact his, he is, in an action for false return of nulla bona, liable for nominal damages at least, and beyond that for all damages which the plaintiff in the execution suffered by means of his refusal. The amount of the plaintiff's execution is not the measure of damages; for there may have been other previous executions in the sheriff's, hands that would have taken all the proceeds, even if the levy had been made according to the instructions. *Forsyth* vs. *Dixon.*

Slander.—It is essential to constitute slander, that the words should involve both legal and moral turpitude; and both these elements are included in a charge against an administrator, that he had smuggled away from the appraisers a part of the personal estate of the intestate. *Beck* vs. *Stitzel.*

Statute of Limitations—Acknowledgment.—An acknowledgment of a debt to a stranger raises no implication of a new promise, so as to take the case out of the statute of limitations. *Anderson* vs. *Allison.*

Surety—Statute of Limitations.—Where a note is given by principal

and surety, a payment of part by the surety raises no implication of a promise by the principal, so as to take the case out of the statute of limitations. The case of Zent's Executors vs. Hart, 8 State Rep. 337, overruled, and Whitcomb vs. Whiting, Doug. 627, declared to be not law in Pennsylvania. *Coleman* vs. *Forbes.*

Tax.—A professor in a college is liable to taxation, not as an officer of a corporation, but by reason of his occupation. *Union County* vs. *James.*

Township—Surety.—Where a township treasurer is re-elected for a second year, with a balance of funds of the previous year in his hands, his surety for the second year is responsible for the proper administration of that balance, as well as for the moneys received by him during the second year. *Wilson* vs. *The School Directors of Elizabeth.*

NOTICES OF NEW BOOKS.

Hallucinations; or the Rational History of Apparitions, &c., by A. Brierre De Boismont. Philadelphia: Lindsay and Blakiston, 1853.

This work is constructed on a principle calculated to make it both popular to the general reader, and valuable to the professional man. It possesses an excellent analytical table, which forms the skeleton as well as the index of the book; and on this frame are grouped a series of illustrations admirably discriminated, and applied in such a way as to aid enquiry, as well as to afford explanation. "Head-strong as an allegory," is a truth which others than Mrs. Malaprop have experienced to their loss; and it is the peculiar excellence of this work that its "allegories," instead of being "head-strong," are so trained and chosen, that they carry their driver with ease and certainty to his post. We will merely remark, in respect to the *legal* relations of the work, that in one respect, at least, it is calculated to be of much aid. The lately announced doctrine of the English Courts, that the existence of a single ascertained and continuous hallucination, destroys testamentary capacity is one which deserves cautious consideration before adoption in this country; and to those to whom the lot falls, of weighing it, we recommend the book before us as giving a number of cases where hallucinations were co-existent with right reason; however, it may fail in giving a metaphysical solution, if even such anomalies happen to exist.